



JOHN L. SCOTT, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



July 29, 2014

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

41 July 29, 2014

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

**PUBLIC SAFETY EQUIPMENT USE AGREEMENT BETWEEN
 COUNTY OF LOS ANGELES AND CONTRACT CITIES
 (ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks to gain Board approval of the Public Safety Equipment Use Agreement (Agreement). This Public Safety Equipment Use Program (Program) will allow the Department to provide contract cities with the Department's public safety equipment, including vehicles and Mobile Digital Computers (MDCs), for the use by the contract cities public safety staff.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached boilerplate Agreement for the use of the Department's public safety equipment by contract cities through June 30, 2019.
2. Delegate authority to the Sheriff to execute individual Agreements substantially similar to the attached Agreement with contract cities that are desirous of using the Department's public safety equipment. This Agreement will become effective upon execution by the Sheriff through June 30, 2019, unless terminated as provided in the Agreement.
3. Delegate authority to the Sheriff or his designee to execute Amendments to the Agreement to adjust the annual billing rates, as established by Los Angeles County's (County) Auditor-Controller.
4. Delegate authority to the Sheriff or his designee to terminate the Agreement(s) if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the Agreement is to provide the Department's public safety vehicles and equipment to contract cities for use by public safety staff during the term of the Agreement. The Department may provide its MDCs for installation by the contract city, public safety vehicles equipped with MDCs, and/or similar public safety equipment for use by the contract city for any lawful purpose.

The Department, participating contract cities, and the County will benefit from this Program by being able to better coordinate the response of contract cities public safety staff for routine and emergency calls with the use of the MDCs dispatching and Global Positioning System (GPS) location capabilities. The contract cities will benefit from the Program by having tested and quality equipment, access to vehicle DMV records, mapping software, digital report forms, emergency GPS location status, and the ability to coordinate with the Department's field units.

Implementation of Strategic Plan Goals

The partnership between the Department and the contract cities supports the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Service Delivery. This Program will enhance the response capabilities of the Department and the contract cities in providing for the safety of the County's residents.

FISCAL IMPACT/FINANCING

None. The contract cities shall pay the Department for use of the said public safety equipment according to the appropriate and prevailing billing rates as determined by the County's Auditor-Controller each fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement allows for the use of the Department's public safety equipment by the contract cities during the term of the Agreement. The individual Agreements with the contract cities will commence upon execution by the Sheriff and terminate on June 30, 2019, unless terminated as set forth in the Agreement. Either party may terminate the Agreement with 120 calendar days advance written notice. The contract cities may terminate the Agreement on June 30 of any given year with 30 calendar days advance written notice.

The County shall retain ownership of all vehicles and equipment provided under the Agreements throughout its term. The legal title to vehicles shall remain in the name of the County. The contract cities will hold title only as the registered owner. Maintenance and repair of the vehicles and equipment will be provided by the Department. An annual fee will be charged to the contract cities for regular maintenance and repair.

The contract city agrees to indemnify and defend the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of a contract city's use or operation of the vehicle and/or equipment. This indemnification does not extend to: (1) any liability resulting from inherent defects or malfunctions in such vehicle and/or equipment related to manufacturer's acts or omissions; or (2) negligent or wrongful maintenance or repair of the vehicle and/or equipment provided by the County.

The contract city shall assume all risk of loss to the vehicle and/or equipment from the time it is delivered by the County to the contract city, and inspected and accepted by the contract city, until: (1) the vehicle and/or equipment is returned to the County upon expiration or termination of this Agreement; or (2) the County regains temporary possession of the vehicle and/or equipment for purposes of providing maintenance and repair.

The attached Agreement has been reviewed by the Chief Executive Office Risk Management Branch.

County Counsel has reviewed and approved the attached Agreement as to form.

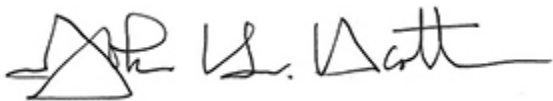
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will continue to improve the quality of public safety services in the contract cities, by enhancing the responsiveness of public safety staff. Both the County and the contract cities benefit from the collaborative effects and the utilization of County resources in the most efficient manner. There are no anticipated negative impacts upon the unincorporated patrol areas of the County.

CONCLUSION

Upon Board approval please return the adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in dark ink, appearing to read "JL Scott", with a stylized initial "J" and "L".

JOHN L. SCOTT

Sheriff

JLS:RTM:AR:ar

Enclosures

**PUBLIC SAFETY EQUIPMENT USE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF _____**

This Public Safety Equipment Use Agreement ("Agreement") is made and entered into this _____ day of _____, _____ by and between the County of Los Angeles ("County") and the City of _____ ("City").

RECITALS

- A. Whereas, the City is desirous of contracting with the County for the use of public safety equipment provided by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and
- B. Whereas, the County is agreeable to providing public safety equipment on the terms and conditions set forth in this Agreement; and
- C. Whereas, such agreements are authorized and provided for by the provisions of Section 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Transfer of Public Safety Equipment

The County, through the Sheriff's Department, hereby transfers the following public safety equipment ("Vehicle" and/or "Equipment" as the case may be) for exclusive use of the City during the term of this Agreement.

Vehicle and/or Equipment Description:

VIN:

County Vehicle Number:

Make:

Model:

Year:

MDC Model:

Other:

2. Use of Vehicle and/or Equipment

- 2.1 The City may use the Vehicle and/or Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.

- 2.2 The City shall not use or operate the Vehicle and/or Equipment in violation of any federal, state, local or provincial law, rule, regulation, or ordinance including those pertaining to the age and licensing of drivers.
- 2.3 Under no circumstances shall the City disconnect a Vehicle odometer or other mileage or use recording device.
- 2.4 The Vehicle and/or Equipment shall not be used or operated as follows:
 - 2.4.1 In a manner subjecting the Vehicle and/or Equipment to depreciation above the normal depreciation associated with public safety use; and/or
 - 2.4.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.
- 2.5 The Annual Vehicle Cost set forth on Attachment A, Public Safety Equipment Costs, of this Agreement allows for usage of the Vehicle up to 15,000 miles per year. In the event of usage in excess of 15,000 miles in any given year, the City shall pay an additional per-mile fee. Such fee is set forth as the Annual Cost per Mile Driven over 15,000 Miles Annually on Attachment A, Public Safety Equipment, of this Agreement. The City shall be solely responsible for monitoring its mileage and notifying the County immediately when the City's usage of the Vehicle exceeds 15,000 miles in any given year.

3. **Safekeeping and Maintenance**

- 3.1 The City shall exercise due care for the safekeeping of the Vehicle and/or Equipment during the term of this Agreement.
- 3.2 The City shall ensure that the Vehicle and/or Equipment is kept in good working order and condition, shall ensure that the Vehicle and/or Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Vehicle and/or Equipment.
- 3.3 The County shall perform all maintenance and repairs required for the proper operation of the Vehicle and/or Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the Annual Maintenance Cost and/or Annual MDC Data Cost, as applicable, set forth on Attachment A, Public Safety Equipment Costs, of this Agreement. The City has the right to inspect said Vehicle and/or Equipment prior to acceptance of the Vehicle and/or Equipment following maintenance and repairs by the County.

- 3.4 With regard to accident repairs, the County shall perform all accident repairs on the Vehicle and shall bill the City for the actual costs of such accident repairs. The City and County will consult on what accident repairs are necessary. After consultation with the City, the County shall make a final determination on what accident repairs are necessary. The City shall pay the County for Vehicle accident repair costs as the costs are incurred.
- 3.5 Maintenance and repairs provided by the County under this Agreement may be performed by the County, its third party vendors, and/or the manufacturer of the Vehicle and/or Equipment.
- 3.6 The County shall assume responsibility for ensuring that the Vehicle and/or Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.
- 3.7 The City shall inspect the Vehicle and/or Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Vehicle and/or Equipment in good working order and condition.
- 3.8 The Vehicle and/or Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Vehicle and/or Equipment.
- 3.9 In the event of a factory recall by the manufacturer of the Vehicle, the County shall facilitate the factory recall repairs.
- 3.10 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Vehicle and/or Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The City shall be solely responsible for monitoring the Vehicle's mileage and/or the length of use for purposes of scheduling the performance of regularly scheduled maintenance by the County.
- 3.11 Any Vehicle and/or Equipment requiring maintenance and repair by County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement Vehicle and/or Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement vehicle and/or

equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Vehicle and/or Equipment during the performance of maintenance and repair services by the County.

3.12 If elected by the City hereunder, the County shall provide fuel for the Vehicle at the annual rates set forth on Attachment A, Public Safety Equipment Costs, of this Agreement. Fuel may be obtained from designated County fuel pumps using a County-issued PIN number. The Annual Fuel Cost provides for fuel for up to 15,000 miles of operation. An additional fuel surcharge will applied for mileage in excess of the annual 15,000 miles.

3.13 The City shall be solely responsible for payment for all washing, parking, garage, highway/road service tolls, and fines incurred in connection with the use of the Vehicle.

3.14 The County shall provide, install, and maintain all required public safety equipment on the Vehicle, including voice radios, lights, and graphics.

4. **Inspection by County**

The County shall have the right to inspect the Vehicle and/or Equipment, immediately upon request by the County, at any time during the term of this Agreement. The City shall provide the County with such mileage, safety, operating, and other information, or copies of any such records maintained by the City with respect to the Vehicle and/or Equipment, as the County or any government agency may require from time to time.

5. **Titles**

The County shall retain ownership of the Vehicle and/or Equipment used by the City during the term of this Agreement. Legal title to the Vehicle and/or Equipment is, and shall, at all times, remain in the name of the County. The City shall hold title to a Vehicle as the registered owner only. The Vehicle and/or Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6. **Term of Agreement**

The term of this Agreement shall commence upon execution by the Sheriff of Los Angeles County and shall terminate on June 30, 2019, unless sooner terminated or extended, in whole or in part, as set forth herein. At the end of the term, the City has the option to negotiate a new agreement with County for the continued use of the Vehicle and/or Equipment.

7. **Termination**

- 7.1 Either party may terminate this Agreement by giving one hundred and twenty (120) calendar days advance written notice to the other party.
- 7.2 The City may terminate this Agreement on any given year on June 30th with thirty (30) calendar days advance written notice to County of such termination.
- 7.3 Upon termination of this Agreement, the City shall immediately return the Vehicle and/or Equipment to the County.

8. **Indemnification**

The City agrees to indemnify and defend the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Vehicle and/or Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Vehicle and/or Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Vehicle and/or Equipment provided by the County.

9. **Risk of Loss**

- 9.1 The City shall assume all risk of loss to the Vehicle and/or Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Vehicle and/or Equipment is returned to the County upon expiration or termination of this Agreement, or (2) the County regains temporary possession of the Vehicle and/or Equipment for purposes of providing maintenance and repair.
- 9.2 Upon inspection/acceptance of the Vehicle and/or Equipment, the City shall be responsible for any and all damages to the Vehicle and/or Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Vehicle and/or Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Vehicle and/or Equipment provided by the County..
- 9.3 In the event of damages to the Vehicle and/or Equipment or the Vehicle and/or Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to towing, repair, or disposal of the Vehicle and/or Equipment. If the Vehicle and/or Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any

wreckage for disposal by the County. With respect to any loss, theft or damage to the Vehicle and/or Equipment, the County and the City shall negotiate the value for a comparably equipped vehicle and/or equipment in a condition similar to the lost, stolen, or destroyed Vehicle and/or Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Vehicle and/or Equipment.

10. **Billing Rates and Costs**

- 10.1 The City shall pay the County for the use of the Vehicle and/or Equipment provided under this Agreement at the annual billing rates set forth on Attachment A, Public Safety Equipment Costs, of this Agreement, as established by the County Auditor-Controller.
- 10.2 The Annual Maintenance Cost, Annual Fuel Cost, Annual Cost per Mile Driven over 15,000 Miles Annually, and the Annual MDC Data Cost set forth on Attachment A, Public Safety Equipment Costs, of this Agreement shall be adjusted annually by the County Auditor-Controller, effective July 1 of each year, to reflect the cost of such services in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors. Such adjusted rates shall be attached to this Agreement as an Amendment to this Agreement to reflect the changes in rates each fiscal year.

11. **Payment Procedures**

- 11.1 Except as otherwise set forth herein, the County, through the Sheriff's Department, shall render to the City, within ten (10) calendar days after the close of each calendar month, a summarized invoice which covers the Vehicle and/or Equipment provided by the County during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of said invoice.
- 11.2 If such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.
- 11.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the Vehicle and/or

Equipment was provided, or in the case of disputed amounts, calculated from the date the resolution is memorialized.

- 11.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

12. **Amendments**

No variation, modification, change, or amendment to this Agreement shall be binding upon any party unless such change is in the form of a written Amendment duly authorized and executed by all parties. This Agreement shall not be amended or modified by oral agreements or understandings among the parties or by any acts or conduct of the parties.

13. **Notices**

- 13.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified below. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

- 13.2 Notices to the County shall be provided to the following:

County of Los Angeles
Sheriff's Department
Contract Law Enforcement Bureau
4700 Ramona Boulevard, #214
Monterey Park, CA 91754

- 13.3 Notices to the City shall be provided to the following:

City _____
Attn: _____

14. **Independent Contractor**

This Agreement is by and between the County and the City and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the City. The employees and agents of one party shall not be construed to be employees and agents of the other party.

15. **Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The City agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

16. **Validity and Waiver**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby. No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. **Assignment**

A party shall not assign its rights or delegate its duties under this Agreement, in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

18. **Authorization Warranty**

The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

19. **Integrated Agreement**

This Agreement constitutes the entire understanding of the parties, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modifications to this Agreement will be

binding unless such modification is in writing, duly accepted, and executed by both parties pursuant to Section 12, Amendments, of this Agreement.

[Continued on following page for signatures]

**PUBLIC SAFETY EQUIPMENT USE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY _____**

IN WITNESS WHEREOF, the Los Angeles County Board of Supervisors has caused this Agreement to be executed on its behalf by the Sheriff of the County of Los Angeles, and the City of _____ has caused this Agreement to be executed on its behalf by its authorized officer, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Sheriff


Date _____

CITY OF _____

By _____

Date _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By 
Senior Deputy County Counsel